

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA,

Plaintiff,

Civil Action No. :

Hon:

vs.

Etta Henton,

Defendant.

COMPLAINT

The United States of America, Plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution, 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 9642 Russell St, Detroit, MI, 48211.

The Debt

3. The debt owed to the United States of America is as follows:

A. Current principal balance (after application of all prior payments, credits, and offsets):	\$5,667.01
B. Current capitalized interest balance and accrued interest:	\$1,453.55
C. Administrative Fee, Costs, Penalties:	\$0.00
D. Credits previously applied (Debtor payments, credits and offsets):	\$0.00
Total Owed	\$7,120.56

The Certificate of Indebtedness, attached as Exhibit B, shows the total owed excluding attorney's fees and Court costs and related charges. The principal balance and the

interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 3% per annum from the date stated in Exhibit "B". The promissory notes which are at issue are attached as Exhibit A, hereto.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, the United States of America prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs, and service of process costs allowed by law, and post-judgment interest at the legal rate, pursuant to 28 U.S.C. § 1961.

B. For attorneys' fees and costs allowed by law or contract; and

C. For such other relief which the Court deems proper.

Respectfully submitted,

GOODMAN & POESZAT, PLLC

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June 20, 2011

CDCS #: 2011A42419

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

ETTA MARIE HENTON
aka: ETIA M. HENTON
9642 RUSSELL ST
DETROIT, MI 48211
Account No. XXXXX2162

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 02/21/11.

On or about 08/21/98, the borrower executed promissory note(s) to secure loan(s) of \$8,090.00 from the U.S. Department of Education. This loan was disbursed for \$4,045.00 on 09/09/98 at a variable rate of interest to be established annually. This loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the borrower defaulted on the obligation on 05/25/07. Pursuant to 34 C.F.R. § 685.202(b), a total of \$1,861.89 in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of \$5,091.30 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

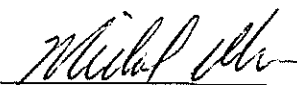
Principal:	\$5,667.01
Interest:	\$1,453.55

Total debt as of 02/21/11:	\$7,120.56
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Interest accrues on the principal shown here at the current rate of 3.00 percent and a daily rate of \$0.47 through June 30, 2011 and thereafter at such rate as the Department establishes pursuant to Section 455(b) of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087e.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 3/3/11


Loan Analyst
Litigation Support

**Direct
Loans**

William D. Ford Federal Direct Loan Program

William D. Ford Federal Direct Loan Program
U.S. Department of EducationOMB No 1840-0066
Form Approved
Exp. Date 12/31/98

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment or both under the U.S. Criminal Code and 20 U.S.C. 1097

**Federal Direct PLUS Loan
Application and Promissory Note****Section A: To Be Completed By Borrower**

1 Name (last, first, middle initial) and Permanent Address (street, city, state, zip code) Henton Etta M 9667 Russell Detroit, Michigan 48211		2 Social Security Number 382 58 2162
6 U.S. Citizenship Status (check one) 1 <input checked="" type="checkbox"/> U.S. citizen or national 2 <input type="checkbox"/> Permanent resident or other eligible alien 3 <input type="checkbox"/> Neither 1 nor 2		7 Loan Amount Requested \$ 8090
8 U.S. Citizenship Status (check one) 1 <input checked="" type="checkbox"/> U.S. citizen or national 2 <input type="checkbox"/> Permanent resident or other eligible alien 3 <input type="checkbox"/> Neither 1 nor 2		5 Driver's License Number (List state abbreviation first.) MI - H535236585-502
9. References: You must list two persons with different U.S. addresses who have known you for at least three years.		8 Loan Period Requested From: MM/DD/YYYY To: MM/DD/YYYY 08/26/1998 05/07/1999
10 Employer's Name Ameritech		
11 How many years with this employer? 20		
12 Employer's Address 444 Michigan Detroit, Michigan 48211		
13 Employer's Area Code/Telephone Number (313) 223-8337		
14 Are you currently in default on a federal education loan, or do you owe a refund on a federal student grant? (Check one) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If you answered "Yes" to this question, have you made satisfactory repayment arrangements? (Check one) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If "Yes," please read instructions and attach documentation.)		
15. If it is determined that I have an adverse credit history, I would try to obtain an endorser. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

Section B: To Be Completed By Student

16. Name (last, first, middle initial) HENTON, ERICA M.		17 Date of Birth MM/DD/YYYY 12/24/1978	18 Social Security Number 380-88-4736
19 U.S. Citizenship Status (check one) <input checked="" type="checkbox"/> U.S. citizen or national 2 <input type="checkbox"/> Permanent resident or other eligible alien 3 <input type="checkbox"/> Neither 1 nor 2		20 Are you currently in default on a federal education loan, or do you owe a refund on a federal student grant? (Check one) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If you answered "Yes" to this question, have you made satisfactory repayment arrangements? (Check one) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If "Yes," please read instructions and attach documentation.)	
I will notify the school or the Servicer in the event of the borrower's permanent and total disability or death. My signature certifies that I have read and agreed to the conditions outlined in the "Student Certification" printed on the reverse of this Loan Application and Promissory Note.			
21. Signature of Student Erica M. Henton		22. Date MM/DD/YYYY 8/21/98	

Section C: To Be Completed By School

23. School Name ALABAMA STATE UNIVERSITY		24. School Code/Branch G01005
25. Address (street, city, state, zip code) 915 SOUTH JACKSON STREET, MONTGOMERY, AL 36101		
26. Loan Period Approved 08/26/1998 05/07/1999		27. Certified Loan Amount \$ 8090
28. Recommended Disbursement Date(s) MM/DD/YYYY 1st 08/26/1998 2nd 01/11/1999 3rd 4th		

I promise to pay the U.S. Department of Education all sums (hereafter "loan" or "loans") disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand, and agree to the terms and conditions of this Application and Promissory Note and the statement of Borrower's Rights and Responsibilities. My signature on this Promissory Note will serve as

my authorization for my loan proceeds to be credited to the student account of the student identified in Section B by the school identified in Section C

Under penalty of perjury, I certify that the information contained in the Borrower Section (Section A) of this Promissory Note is true and accurate. The proceeds of this loan will be used for authorized educational expenses of the student named above at the certifying school for the specified loan period. I authorize the Secretary of the U.S. Department of Education to investigate my credit record and report information concerning my credit to the proper persons and organizations

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

30 Signature of Borrower Erica M. Henton	Date MM/DD/YYYY 8/21/98
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Retain a copy of this signed promissory note for your records.

08/18/1998 13:06:51 SERVICER COPY
RECEIVED SEP 0 1 1998

EXHIBIT A